

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE SUBURBAN TEAMSTERS
OF NORTHERN ILLINOIS PENSION FUND,
)
Plaintiff,
)
v.
)
FOX ENTERPRISES OF IL, INC.,
an Illinois corporation
)
Defendant.
)

FILED: MAY 22, 2008
08CV2985 AEE
JUDGE LEINENWEBER
MAGISTRATE JUDGE KEYS

COMPLAINT

Plaintiffs, TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND ("Fund"), by its attorneys, John J. Toomey, of Arnold and Kadjan, complain against Defendant, FOX ENTERPRISES OF IL, INC. an Illinois corporation, as follows:

COUNT I

JURISDICTION AND VENUE

1. (a) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1132 ("ERISA") and 29 U.S.C. 1145 as amended.

(b) Venue is founded pursuant to 29 U.S.C. Section 1132(e) (2) in this district, where the Funds as described in Paragraph 2, are administered and 185(c).

PARTIES

2. (a) Plaintiff is the TRUSTEES OF THE SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND ("Fund") and have standing to sue pursuant to 29 U.S.C. 1132(a)(3).

(b) The SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS PENSION FUND has been established pursuant to collective bargaining agreements previously entered into between the International Brotherhood of Teamsters and its affiliated locals ("the Union") and Employers;

(c) The Fund is maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws, and also pursuant to the terms and provisions of the Agreements and Declarations of Trust which establish the Fund.

3. (a) FOX ENTERPRISES OF IL, INC. an Illinois corporation, employs employees represented by the Union and is bound to make contributions for weeks worked by all employees and upon subcontractors who perform work which would otherwise be performed by employees.

(b) FOX ENTERPRISES OF IL, INC. is an Illinois corporation, with its principal place of business at Bourbonnais, Illinois.

(c) FOX ENTERPRISES OF IL, INC. an Illinois corporation, is an employer engaged in an industry affecting commerce.

4. FOX ENTERPRISES OF IL, INC. an Illinois corporation, entered into an agreement with Teamsters 179 for the period from June 1, 2006 through May 31, 2009 which require contributions to the Funds pursuant to 29 U.S.C. 1145.

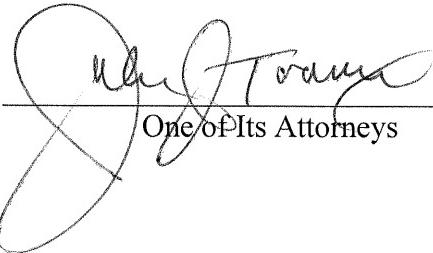
5. Pursuant to the collective bargaining agreement between FOX ENTERPRISES OF IL, INC., an Illinois corporation and the Union, FOX ENTERPRISES OF IL, INC., has failed and continues to fail to make its obligated contributions to the Fund for the period May, 2007 through December, 2007, as disclosed in an audit which took place on March 11, 2008.

6. The audit disclosed \$3,416.74 the Pension Fund.

WHEREFORE, Plaintiff prays:

- A. This court enter judgment in favor of the Plaintiff and against FOX ENTERPRISES OF IL, INC., an Illinois corporation, in the amount of the audit, \$3,416.74.
- B. That this court award the plaintiff its attorneys' fees, costs, interest, and liquidated damages pursuant to 29 U.S.C. 1132(g)(2) and the relevant collective bargaining agreements and trust agreements.
- C. That the Court grant such further relief as is proper.

TRUSTEES OF THE SUBURBAN TEAMSTERS
OF NORTHERN ILLINOIS WELFARE AND
PENSION FUNDS

By: 

John J. Toomey
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415

One of Its Attorneys

EXHIBIT A

Fox Enterprises
NO. 569
004256195

TEAMSTERS LOCAL 179

An Affiliate of the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

OWNER OPERATOR / AREA CONSTRUCTION AGREEMENT



JUNE 1, 2006 THROUGH MAY 31, 2009

Agreement or until the affected provision is restored pursuant to Section 1 above. Should the parties bargain to impasse over the substitute provision, either or both may impose economic sanctions in support of their position and neither the grievance and arbitration provisions of this Agreement nor the no-strike-no-lockout provisions shall be applicable.

ARTICLE 30
Duration and Termination

30.1 This Agreement shall become effective on June 1, 2006, and shall remain in force and effect until and including May 31, 2009. After May 31, 2009, this Agreement shall be renewed automatically for periods of one (1) year unless either the Employer or the Union gives written notice to the other of a desire to modify, amend or terminate same at least sixty (60) days prior to the expiration of any such period.

DATE: May 01 / 2007

FOR TEAMSTERS LOCAL 179

BY: John S. O'Felt

TITLE: President

FOR THE COMPANY

COMPANY: Fox Enterprises

ADDRESS: 5245 E 3000 N RD

Burbank IL 60914
City State Zip

PHONE: 815 - 955 - 6086

BY: Glen J. Fox / Owner

TITLE: OWNER

DATE: 05/01/07

2. 2007 12:58PM TEAMSTERS LOCAL 179

NO. 569 P. 4

General Chauffeurs, Sales Drivers and Helpers

Local Union No. 179

Affiliated with the International Brotherhood of Teamsters

MAIN OFFICE:
1000 N E. I-55 FRONTAGE RD.
JOLIET, ILLINOIS 60431
PHONE (815) 741-2200
FAX (616) 741-2278

SUB OFFICE:
SHERMAN & LADD
PONTIAC, ILLINOIS 61764
PHONE: (616) 844-5084

**ADDENDUM TO THE JUNE 1, 2006 THROUGH MAY 31, 2009
OWNER OPERATOR/AREA CONSTRUCTION AGREEMENT BETWEEN
TEAMSTERS LOCAL NO. 179
AND
FOX ENTERPRISES**

It is agreed to between Fox Enterprises and Teamsters Local 179 that Fox Enterprises is exempt from making Health & Welfare contributions on behalf of Glen Fox.

All other provisions of the June 1, 2006 through May 31, 2009 Owner Operator/Area Construction Agreement between Teamsters Local 179 and Fox Enterprises remain in effect.

FOR TEAMSTERS LOCAL 179:

Signed

Title

Date

FOR FOX ENTERPRISES:

Signed

Title

Date

HAVE IT DELIVERED UNION!